

Section 1. Initial and Monthly Fees: The Initial Application Fee (See attached Exhibit A) and the Monthly Fee will be determined by fifty-one percent (51%) of the Owners who elect to vote. Currently, the Initial Application Fee is \$250.00 and the Monthly Assessment Fee is \$80.00. In addition, the Directors and/or Officers may levy a special assessment for the purpose of defraying, in whole or in part, the costs of any unforeseen expense, provided that any such assessment shall have the agreement of fifty-one percent (51%) of the vote of Owners who are voting in person, by proxy, or by mail at meeting duly called for this purpose.

Section 2. Effect of Nonpayment of Assessments: If any Owner shall fail or refuse to make any assessment or special assessment payment when due, the amount thereof shall constitute a lien on such Owner's Villa. Any Monthly Assessment Fee is due by the first of the month. If not made by the first of the month when due, a \$25.00 penalty shall be assessed and an additional \$25.00 penalty per month shall be assessed for each month thereafter. The Directors and/or Officers, on behalf of the Association, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Villa in like manner as a mortgage on real estate or a power of sale under Missouri law. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of the Villa. The Association and Directors and/or Officers shall have the authority to exercise and enforce any and all rights and remedies as provided for in these Bylaws, or otherwise available at law or in equity, for the collection of all unpaid charges. In addition to the above referenced assessments and late charges, said Owner shall be responsible for any court costs, attorney's fees, arbitration fees, recording and release fees, and interest at the rate of twelve percent (12%) per annum on any such fees advanced by the Association for the purpose of collection together with interest at a rate of twelve percent (12%) per annum on any delinquency.

Section 3. Subordination of the Lien Mortgages: All sums assessed to any Villa, together with interest and reasonable attorney fees thereon, shall be secured by a lien on such Villa in favor of the Association.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Villa and a description of the Villa. Such notice shall be executed by a Trustee of the Directors and/or Officers of the Association and shall be recorded in the Office of Recorder of Deeds of Saint Charles County, State of Missouri. Such lien may be enforced by the Directors and/or Officers in accordance with Missouri law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the cost and expense of filing the notice of lien and all reasonable attorney fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any assessment against the unit, which shall

classified as a Villa, or, as referred to in the Indentures of Trust and Restrictions for The Villas at Bear Creek, attached or single (due to lot size) residences, or however Villas are referred to in the Indentures of Trust and Restrictions, should they be amended.

ARTICLE II – NAME AND PURPOSE

Section 1. Name: The name of the corporation shall be The Villas at Bear Creek Homeowners' Association. It is a non-profit organization incorporated under the laws of the State of Missouri.

Section 2. Purpose: The purpose of the Association shall be those non-profit purposes stated in the Articles of Incorporation of the Association, as amended from time to time, and shall include acting as a management body for providing services as determined by the Directors and/or Officers of the Association. Activities and services provided or arranged by the Association shall include, but not limited to, the following services of common interest:

- Grass cutting
- Snow removal
- Trash collection
- Other services and maintenance approved by the Directors and/or Officers
- Establish the amount of monthly fees and the initial new owner fee
- Collection of fees and/or fines
- Place liens on Villas for non-payment of fees
- Payment of expenses
- Enforce restrictions

ARTICLE III – MEMBERSHIP

Section 1. Eligibility for Membership: Each owner of a Villa in The Villas at Bear Creek (Polar Drive) is a member. Each owner by acceptance of a deed for a Villa in The Villas at Bear Creek (Polar Drive), whether or not it shall be so expressed in such deed, shall be deemed to covenant and be bound by payment of monthly assessments, or charges and special assessments, in monthly installments, same to be levied, collected and enforced by as in these Bylaws; whether or not each owner uses all the services of common interest listed in Section two (2) of Article II of these covenants.

Section 2. Voting Membership: Members may have only one voting representative per Villa to vote in association elections. Only those members that have their fees and fines paid-to-date will be eligible to vote.

WHEREAS, on the 31st day of October, 1997, Demien Development, Inc. as Developer caused to be recorded the Master Declaration of Covenants and Restrictions of Bear Creek Estates (the "Declaration") in St. Charles County, Missouri, in Book 1994, page 1643 of the St. Charles Recorder of the Deeds Office; and

WHEREAS, all the owners of lots on Polar Drive of Bear Creek Estates, as more particularly identified on Exhibit A of the Declaration, are members of the Villas at Bear Creek Homeowners' Association (the "Association"), a Missouri non-profit corporation; and

WHEREAS, the Association is currently governed by the Declaration; and

WHEREAS, the members of the Association desire to promulgate bylaws to regulate the Association.

NOW THEREFORE, the members of the Association, whose unanimous consent to this Amendment is evidenced by their signatures attached hereto and incorporated herein by this reference, do adopt Bylaws as follows:

ARTICLE I – DEFINITIONS

Section 1. "Association" shall mean and refer to The Villas at Bear Creek Homeowners' Association, located in Saint Charles County, Missouri, a Missouri non-profit corporation, its successors and assigns.

Section 2. "Directors" and/or "Officers" shall mean the officials of the Association duly elected by the members of the Association.

Section 3. "Bylaws" shall mean the Bylaws of the Association.

Section 4. "Declaration" shall mean the Master Declaration of Covenants and Restrictions of Bear Creek Estates (the "Declaration") in St. Charles County, Missouri, in Book 1994, page 1643 of the St. Charles Recorder of the Deeds Office.

Section 5. "Owner" shall mean the record Owner, whether one or more persons or entities, of a fee simple title to any Villa which is part of The Villas at Bear Creek, Bear Creek Estates subdivision.

Section 6. "Villa" shall mean an attached building with two (2) separate lot numbers, or a single Villa lot, due to lot size, and each lot designed and intended for on a lot in The Villas at Bear Creek designated or

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TITLE OF DOCUMENT:

Bylaws of the Villas at Bear Creek
Homeowners' Association

DATE OF DOCUMENT:

October 31, 1997

GRANTOR(S):

Homeowners of Villas at Bear Creek

GRANTOR(S) MAILING ADDRESS:

c/o William C. Voges, President
1645 Polar Drive
Wentzville, MO 63385

GRANTEE(S):

Homeowners of Villas at Bear Creek

GRANTEE(S) MAILING ADDRESS:

c/o William C. Voges, President
1645 Polar Drive
Wentzville, MO 63385

RETURN DOCUMENTS TO:

Kelly M. Zigaitis
Sandberg, Phoenix & von Gontard
One City Centre, 15th Floor
515 N. 6th Street
St. Louis, MO 63101

LEGAL DESCRIPTION:

None

*(If there is not sufficient space on this page for the information required, state the page reference where it
is contained within the document.)*

become due during the period of foreclosure. The Association shall have the right to bid at the foreclosure sale or other legal sale to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

A Release of Notice of Lien shall be executed by the Association and recorded in the Office of the Recorder of Deeds of Saint Charles County, State of Missouri, upon payment of all sums due to the Association.

Section 4. Personal Obligation of Villa Owner: The amount of any fee or special assessment against any Villa shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation by waiver of the use or abandonment of a Villa.

Section 5. Personal Liability for Fees and Assessments by Purchaser: Subject to Section 2 of this Article, a purchaser of a Villa shall be jointly and severally liable with the seller of such Villa for all unpaid assessments against the Villa up to the time of the grant of conveyance, without prejudice to the purchaser's rights to recover from the Seller the amount paid by the purchaser for such assessments.

ARTICLE V - MEETING OF MEMBERS

Section 1. Annual Meeting: The annual meeting of the members shall commence at the discretion of the President of the Association.

Section 2. Special Meeting: Special meetings of the members may be called at any time by the President, a majority of the Directors and/or Officers, or upon written request by five percent (5%) of the Association members.

Section 3. Notice of Meetings: Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing or personally delivering a copy of such notice, postage prepaid (if mailed), not less than ten (10) nor more than sixty (60) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose or purposes of the meeting.

Section 4. Quorum: The presence at any meeting of the Association of members, either in person, by proxy, or in writing, entitled to cast fifty-one percent (51%) of the votes of the Association shall constitute a quorum for any action.

Section 5. Proxies: At all meetings of the Association, any member may vote in person or by proxy. All proxies shall be in writing, signed by the giver of the proxy, state that the giver of the proxy is appointing the proxy holder to vote for the proxy

giver at a designated meeting or meetings, and be filed with any Director and/or Officer of the Association, prior to the meeting(s).

ARTICLE VI - PROPERTY RIGHTS AND RESTRICTIONS

Section 1. Personal Residence: Each villa shall be used for single family residential purposes only, and no trade, business or commercial activity of any kind may be carried on therein, except but not limited to, such professional home occupations such as physicians, insurance agents or representatives, CPA, attorney, licensed realtor or such other occupations as approved by the Director and/or Officers, which do not create any business traffic or require frequent deliveries, provided such home occupation is permitted under ordinances of the City of Wentzville and permitted by the Declarations. Owners shall be responsible for all utilities which are individually billed or metered to an Owner and serving only one lot or portion thereof. Said utilities include but are not limited to gas, electric, telephone, sewer, water, cable, and satellite dish systems.

Section 2. Decorations: Owners must remove any decoration on the exterior of their unit with 30 days of the holiday for which said decorations were constructed. After the 30-day period, the Directors and/or Officers may have any decorations removed and charge a reasonable cost to the respective Owner.

Section 3. Landscaping: Owners shall be responsible for the maintenance and upkeep of their landscaping. If an Owner does not maintain its landscaping, the Directors and/or Officers may perform upkeep of the landscaping and charge the cost of such maintenance to the Owner. The Association shall not be responsible for the damage or destruction of the landscaping. Owners may add landscaping to the front or back of their unit with the expressed written permission of the Directors and/or Officers.

Section 4. Nuisance: It shall be the responsibility of each Owner and any invited guests to prevent the development of any unclean, unhealthy, unsightly, unkempt condition on a Villa lot. No lot shall be used, in whole or in part, for the storage of any property or thing that will cause such lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any subject, material or thing be kept upon the lot that emit foul or obnoxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No obnoxious activity shall be carried on in a Villa or upon a Villa lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to, or near a Villa lot. There shall not be maintained any plants, animals, or devices or things of any sort whose activities or existence in any way is obnoxious, dangerous, unsightly, unpleasant, or of a nature that may diminish or destroy the enjoyment of the Villas. The determination of a nuisance shall be determined by the sole discretion of the Directors and/or Officers. Owners found in violation of this

Section shall be assessed a fine in accordance with ordinance established by the City of Wentzville.

ARTICLE VII -- DIRECTORS AND/OR OFFICERS OF THE VILLAS AT BEAR CREEK (POLAR DRIVE) HOMEOWNERS' ASSOCIATION

Section 1. Duties: It shall be the duty of the Directors and/or Officers to:

- a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at a meeting of the Members, or at any special meeting which such statement is requested in writing by Members totaling five percent (5%) of the votes in the Association.
- b. Fix the amount of the Initial Application Fee and the Monthly Fee, and if required, any special assessment. Generally, the Monthly Fee shall be determined for a calendar year, which is the Association fiscal period, unless fifty-one percent (51%) of the Members determine that a change is necessary during the calendar year.
- c. Send written notice of an assessment change to every Owner at least thirty (30) days in advance of an assessment change.
- d. Purchase a fidelity bond for any person or persons handling funds belonging to the Association or Owners.

Section 2. Elections: Directors and/or Officers shall be elected by the voting members at the annual meeting. Directors and/or Officers will be elected by a simple majority of members in accordance with Section 3 of this Article.

Section 3. Positions: There will be four (4) Directors and/or Officers elected from the members of The Villas at Bear Creek; a President and Secretary, to be elected in even-numbered years; and a Vice-President and Treasurer, to be elected in odd-numbered years; therefore, serving two-year terms.

Section 4. Term of Office: The Directors and/or Officers shall serve for a two-year period beginning in March 2003.

Section 5. Vacancies: A vacancy in any office because of death, resignation, removal, disqualification or otherwise, shall be filled by the President of the Association for the unexpired portion of the term.

ARTICLE VIII - INDEMNIFICATION OF DIRECTORS AND/OR OFFICERS

Each Director and/or Officer, or former Director/Officer, of the Association and such director's/officer's heirs, personal representatives and assigns, shall be indemnified by the Association against liabilities, counsel fees and costs reasonably

incurred by him/her or his/her estate in connection with, or arising out of any action, suit, proceeding or claim in which he/she is made a party by reason of his/her being, or having been, such Director/Officer, and any person who, at the request of the Association, served as Director/Officer of another corporation in which the Association owned corporate stock, and his/her legal representatives, shall in like manner be indemnified by the Association, provided, that in neither case shall the Association indemnify such Director/Officer with respect to any matters as to which he/she shall be finally adjudged in any such action, suit or proceeding to have been liable for gross negligence or willful misconduct in the performance of his/her duties as such Director/Officer. The indemnification herein provided for, however, shall apply also in respect of any amount paid in compromise of any such action, suit, proceeding or claim asserted against such Director/Officer (including expenses, counsel fees and costs reasonably incurred in connection therewith), provided the Directors/Officers of the Association shall have first approved such proposed compromise settlement and determined that the Director/Officer involved was not guilty of gross negligence or willful misconduct; but in taking such action, any Director/Officer involved shall not be qualified to vote thereon.

In determining whether or not a Director and/or Officer was guilty of gross negligence or willful misconduct in relation to any such matters, the Directors/Officers may rely conclusively upon an opinion of independent legal counsel selected by the Directors/Officers. Unless otherwise provided by law, any compromise settlement authorized herein shall be effective without the approval of any court. The right to indemnification herein provided shall not be exclusive of any other rights to which such Director/Officer may be lawfully entitled.

No Director/Officer of the Association shall be liable to any other Director/Officer or another person for any action taken or refused to be taken by him/her as Director/Officer with respect to any matter within the scope of his/her official duties, except such action or neglect or failure to act as shall constitute gross negligence or willful misconduct in the performance of his/her duties as Director/Officer.

ARTICLE IX INSURANCE: DAMAGE OR DESTRUCTION

Each dwelling and other improvements located on a Villa Lot shall be insured against loss or damage by fire and other hazards as are covered under standard fire and casualty coverage insurance policies.

Each Dwelling and other improvements located on a Villa lot shall at all times be insured in an amount equal to the full replacement cost thereof.

Each policy shall not be canceled or terminated except upon thirty (30) days prior written notice to the President of The Villas at Bear Creek Homeowners' Association.

If an Owner of a Villa Lot fails to obtain and maintain insurance in compliance with these provisions, the Villa Association shall have the right, following written demand upon such Owner to provide insurance in compliance herewith and failure of such Owner to obtain such insurance within ten (10) days of such written demand, to obtain and maintain such insurance for the Dwelling and improvements of such Owner. The Villa Owner will be charged for the cost of the insurance premiums and all associated costs, and a lien on the Villa Lot will be filed by the Villa Association for the total amount.

Each Owner of a Villa shall submit a verification documents, or if they elect a copy of their insurance policy, with the name of the insurance company and date of expiration, and same shall be mailed in December of each year with their monthly assessment.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions for the Villas at Bear Creek Homeowners' Association is made as of the 29 day of March, 2005, in testimony whereof, the elected officers have hereunto set their hands as of the day and year first written above.

William C Voges
Name: William C VOGES
Title: PRES.

Susan E Bauer
Name: SUSAN E. BAUER
Title: Vice-President

John H Clynes
Name: JOHN H. CLYNES
Title: TRUSTEE

Donna J Sherwood
Name: DONNA J. SHERWOOD
Title: SECRETARY

STATE OF MISSOURI)
) ss.
COUNTY OF ST. CHARLES)

On this 29 day of March, 2005, before me personally appeared
WILLIAM C. VOGES, SUSAN K. BAUER, JOHN H. CLYNES
NONNA SHERWOOD
to me known to be the person(s) described in and who executed the foregoing instrument,
and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
official seal in the County and State aforesaid, the day and year first above written.

Deborah Ryan
Notary

My commission expires: April 29, 2005

DEBORAH RYAN
Notary Public - State of Missouri
County of St. Charles
My Commission Expires Apr. 29, 2005



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PLEASE SIGN BY YOUR NAME AND PUT A MARK BY "YES" TO ACCEPT, OR BY "NO" TO REJECT, THE COVENANTS PRESENTED FOR APPROVAL ON 3-2-04 FOR THE VILLAS AT BEAR CREEK POLAR DRIVE (ONE VOTE PER HOUSEHOLD)

- 1602 ~~FUGATE~~
~~Shepard~~ yes no *Robert E. Fugate*
Dilma A. Rubin, Successor Trustee
- 1603 Bill & Ruth Garrett yes no *Ruth + Bob Garrett*
- 1604 Betty Bryant yes no *Betty + Monty*
- 1610 Patricia Schwartz yes no *Patricia Schwartz*
- 1612 Gina Tourville yes no *Gina Tourville*
- 1614 Donna Sherwood yes no *Donna Sherwood*
- 1615 Martha Almeling yes no *Martha Almeling*
- 1616 Richard & Gail McQuiston yes no *Rich + Gail McQuiston*
- 1617 Tim Steinhoff yes no ~~Tim Steinhoff~~
- 1618 Susan Bauer yes no *Susan Bauer*
- 1619 Bob & Agnes Payne yes no *Bob + Agnes Payne*
- 1620 Robert & Ruth Swantner yes no *Robert Swantner - Bob*
- 1621 Bill & June Gecas
Pat Clark yes no *William D. Gecas*
- 1622 Grace Wilson yes no *Grace Wilson*
- 1623 Elmer & Arline Kern yes no *Elmer Kern* 1624
13 4 1624 ~~KING ROBERTSON~~ yes no *King H. King*
- 1625 Mary & Lamar Mortz yes no *Mary Mortz*
- 1626 Patrick & Michelle Morgan yes no *Michelle Morgan*
- 1627 ~~George & Cindy Fonsrue~~
Nancy Frei yes no *Nancy Frei*
- 1628 Mark & Sheila Combs yes no ~~Mark Combs~~
- 1630 Frederick & Penny Soldl yes no *Fred Soldl*



- 1631 John & Jean Clynes yes no John H Clynes
- 1632 ~~Carl~~ & Sylvia Rende yes no Sylvia Rende
- 1633 William & Barbara Barnhart yes no Bill + Barb Barnhart
- 1634 Laura & Joseph Fiorino yes no Laura Fiorino
- 1635 Patrick & Judith Cooney yes no Patrick J Cooney
- 1636 Betty Niemczyk yes no Betty Niemczyk
- 1637 Lee & Georgla Anderson yes no Lee C Anderson
- 1638 Lesley A. Hart yes no Lesley Hart
- 1639 Patsy Bartlett yes no Patsy Bartlett
- 1640 Ross Cox yes no Ross Cox
- 1641 Hugh R. & Mildred Ritson yes no Hugh R. Ritson
- 1642 Michael & Anna Doyel yes no Michael & Anna Doyel
- 1643 Mike Woodruff yes no Mike Woodruff
- 1644 Cheryl Zwerlein yes no Cheryl Zwerlein
- 1645 William & Susan Voges yes no William C Voges
- 1646 Marianne Masserant yes no Marianne Masserant
- 1647 Mark & Susan Rybak yes no Mark Rybak
- 1648 Betty Moritz yes no Betty Moritz
- 1649 Joseph Sumpter yes no Joseph Sumpter
- 1651 Dennis Russell yes no Dennis Russell
- 1653 Kevin & Brenda Parrish yes no Kevin Parrish
- 1654 ~~David & Roemer~~ Mitchell
S. Magnuson yes no Sandy Magnuson



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- 1656 Marlin & Bernice Mueller yes no Marlin + Bernice Mueller
- 1658 ~~Charlotte Lina~~ Roy & Jean McQuiston yes no Roy L Mc
- 1660 Annette Hauck yes no Annette Hauck

If your name is not included on this list, please write your house number and name below. If your name or address is incorrect please make corrections.